

CENTRAL INTELLIGENCE AGENCY

CONTRACTING OFFICER'S
DETERMINATIONS AND FINDINGS

AUTHORITY TO NEGOTIATE CONTRACT

The Central Intelligence Agency proposes to enter into a contract with The Perkin-Elmer Corp., Norwalk, Conn. for the furnishing of 5 sets of 24" f/8 lenses.

I hereby find that this procurement, Project AQUATONE (Navy) is estimated to cost \$13,025.00 and is chargeable during Fiscal Year 1958 to Navy "No Year" funds transferred to Project AQUATONE. I also find that this procurement is in the interest of National Defense and that it will be certified by the Director of Central Intelligence in accordance with procedure approved by the DCI on 15 December 1956, to be for objects of a confidential, extraordinary and emergency nature and therefore within the purview of procurement authority of the Agency as stated in Section 10(b) of Public Law 110, 81st Congress. Procurement by formal advertising of the equipment called for by the proposed Contract No. NY-A-2130 would result in public disclosure of the nature and character of the lenses and would thereby jeopardize the security classification of this project.

I hereby determine, as Contracting Officer for this contract, that the necessity and authority for negotiation of this contract have been adequately documented by proper Agency authority, and that the proposed contract must necessarily be negotiated without formal advertising.

SIGNED

25X1A

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Project Contracting Officer

25X1A

PS/DCI [REDACTED] has (1/7/58)

Distribution:

Orig. - [REDACTED] NY-A-2130

- 2. - Proj. Finance
- 3. - Proj. Chrono (FI)

DOCUMENT NO. _____

NO CHANGE IN CLASS. ☒☐ DECLASSIFIED

CLASS. CHANGED TO: TS S G 2011

NEXT REVIEW DATE: _____

AUTH: HR 70-2

DATE: 23 DEC 1981

REVIEWER: 064540

SECRET

Cy 3 5

NEGOTIATED CONTRACT

Contract No. NY-A-2130

The Perkin-Elmer Corporation
Main Avenue
Norwalk, Connecticut

CONTRACT FOR: Contract Work 24" f/8 lenses Amount: \$13,025.00

Mail Invoices to:

Performance Period/Delivery
Schedule: Complete by 7 May
1958.

Inspection Point:

Administrative Data:

This contract is entered into, by and between the United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract, and the above-named Contractor which is a Corporation, incorporated in the State of New York, hereinafter called the Contractor.

The parties hereto agree that the Contractor shall furnish the facilities and deliver all supplies and perform all the services set forth in the attached schedule issued hereunder, for the consideration stated therein.

The rights and obligations of the parties to this contract shall be subject to and governed by the attached schedule and General Provisions which together with this signature page and the accompanying certificate comprise this Contract No. NY-A-2130. In the event of any inconsistency between the schedule and the General Provisions, the schedule shall control.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of JAN 30 1958.

Signatures:

THE PERKIN-ELMER CORPORATION

THE UNITED STATES OF AMERICA

BY 

BY 

TITLE 

Contracting Officer

Contract No. NY-A-2130

CERTIFICATE

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I, _____, certify that

I am the Secretary of the Corporation named

as Contractor herein; that _____ who

signed this contract on behalf of the Contractor was then _____

_____ of said Corporation; that said con-

tract was duly signed for and in behalf of said Corporation by

authority of its governing body, and is within the scope of its Corporate powers.

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(Corporate Seal)

Contract No. NY-A-2130

INDEX OF SCHEDULE

SECTION A	SUPPLIES AND SERVICES TO BE FURNISHED.....	4
SECTION B	DELIVERY.....	4
SECTION C	RECEIVING REPORTS.....	4
SECTION D	GOVERNMENT FURNISHED EQUIPMENT.....	4
SECTION E	WAIVER OF REQUIREMENTS OF GENERAL PROVISIONS.....	5
SECTION F	SPECIAL SECURITY RESTRICTIONS.....	5

Contract No. NY-A-2130

SCHEDULE:SECTION A - SUPPLIES AND SERVICES TO BE FURNISHED

The Contractor shall furnish the necessary personnel, material and equipment required to furnish the following:

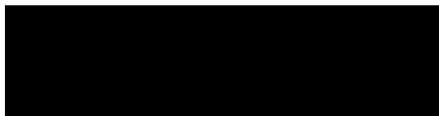
<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
1	24" f/8 Lenses	5	\$2,605.00	\$13,025.00

(1) 12074
(2) 12593

SECTION B - DELIVERY



Three (3) lenses by 7 March 1958
Two (2) lenses by 7 May 1958

Deliveries shall be made f.o.b. Pasadena, California to the following address:



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SECTION C - RECEIVING REPORTS

At the time of each shipment hereunder, the Contractor shall ^{25X1A} send an advance copy of the shipping document to the Hycon Mfg. Company. Also, the Contractor shall prepare and submit to  a delivery ticket, in quadruplicate, indicating the contract number, consignee, item and quantity. Two copies of the delivery ticket will be signed by  indicating receipt of the lenses and returned to the Contractor. The Contractor will attach one executed copy of the receipted delivery ticket to its invoice when submitted for payment under this contract.

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SECTION D - GOVERNMENT FURNISHED EQUIPMENT

In order to expedite delivery you are authorized to use three (3) sets of raw glass available from Project inventory. The contract price includes an amount sufficient to cover procurement of enough additional raw glass to produce the 5 lenses ordered hereunder. The equipment furnished by the Government is as listed below and shall be subject to the provisions of the clause of this contract entitled "Government-Furnished Property" (Para. 30 of the General Provisions).

Contract No. NY-A-2130

<u>Nomenclature</u>	<u>Mfg.</u>	<u>Quantity</u>	<u>Total Amount</u>
1. LAK-9 Discs 131 MM dia. X 25 MM thick	Jenair Glaswerk Schott & Gen. Landshut Germany	3 ea. @ \$218 ea.	\$654.00
2. LAK-9 Discs 131 MM dia. X 28 MM thick	"	3 @ \$244 ea.	\$732.00
3. KZFS-4 Discs 131 MM dia. X 18 MM thick	"	3 @ \$78 ea.	\$234.00
4. KZFS-4 Discs 77 MM dia. X 17 MM thick	"	3 @ \$26 ea.	\$ 78.00
5. KZFS-4 Discs 131 MM dia. X 22 MM thick	"	3 @ \$95 ea.	\$285.00 \$193.00

SECTION E - WAIVER OF REQUIREMENTS OF GENERAL PROVISIONS

Notwithstanding the requirements of any of the General Provisions of this contract to the contrary, whenever the Contractor, in performance of the work under this contract, shall find that the requirements of any of the clauses of the General Provisions are in conflict with security instructions issued to the Contractor by the Contracting Officer or by his duly authorized representative for security matters, the Contractor shall call the attention of the Contracting Officer to such conflict and the Contracting Officer or his duly authorized representative for security matters shall (i) modify or rescind such security requirements or (ii) the Contracting Officer shall issue to the Contractor a waiver of compliance with the General Provisions of this contract issued by the Contracting Officer shall be in writing, except that the approval by the Contracting Officer of any subcontract issued hereunder by the Contractor shall be deemed to constitute approval of waiver of any clauses of the General Provisions in conflict with the stipulations of such subcontract.

SECTION F - SPECIAL SECURITY RESTRICTIONS

The Contractor shall not reveal (i) the specific nature or any details of the work being performed hereunder or (ii) any information whatsoever with respect to the department of the Government sponsoring this contract and the work thereunder except as the Contractor is directed or permitted to reveal such information by the Contracting Officer or by his duly authorized representative for security matters,

Contract No. NY-A-2130

and notwithstanding any clause or section of this contract to the contrary, the Contractor shall not interpret any clause or section of this contract as requiring or permitting divulgence of such information to any person, public or private, or to any officer or department of the Government without the express consent of the Contracting Officer or his duly authorized representative for security matters.